

1 BILL NO. S-92-02- 04

2 SPECIAL ORDINANCE NO. S- 49-92

3 AN ORDINANCE approving the awarding
4 of Reference #1592 by the City of
5 Fort Wayne, Indiana, by and through
6 its Department of Purchasing and
7 MOTOROLA C & E, INC. for the
8 Communications Department

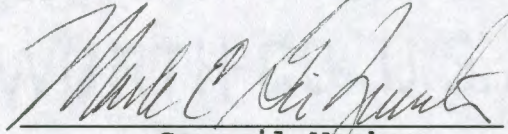
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA;

11 SECTION 1. That Reference #1592 between the City of
12 Fort Wayne, by and through its Department of Purchasing
13 and MOTOROLA C & E for the Communications Department,
14 respectfully for:


15 the purchase of portable radios for
16 various departments through the
17 Communications Department;

18 involving a total cost of Eighty Thousand and no/100±
19 Dollars (\$80,000.00±), all as more particularly set forth
20 in said Reference #1592, which is on file in the Office of
21 the Department of Purchasing, and is by reference
22 incorporated herein, made a part hereof, and is hereby in
23 all things ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full
25 force and effect from and after its passage and any and
26 all necessary approval by the Mayor.

27 
28 Council Member

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 J. Timothy McCaulay, City Attorney

REF NO.: 2COM009
DEPT.: COMMUNICATIONS DEPT
DATE: 02/11/92
ITEM/SERV.: PORTABLE RADIOS

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 11/26/91 & 12/05/91
OPENING DATE: 12/16/91
WRITTEN QUOTE:
DUE DATE:
VERBAL QUOTE:
SINGLE SOURCE:
NO. OF VENDORS NOTIFIED: 21
NO. OF VENDORS RECEIVING BID: 7
NO. OF VENDORS RETURNING BID: 5
NO. OF VENDORS DISQUALIFIED: 0
NO. OF VENDORS NOT RESPONDING: 2
DATE SENT TO DEPT. FOR RECOMM.: 01/03/92
DATE RECOMM. REC'D IN PURCH.: 01/21/92

COUNCIL INFORMATION

DATE INFOR SENT TO LAW DEPT.: 02/03/92
INTRODUCTION DATE:: 02/11/92
DISCUSSION DATE: 02/18/92
PASSAGE DATE: 02/25/92
ORDINANCE NO.:
AMOUNT APPROVED AND/OR SPENT LAST YEAR:
(IF APPLICABLE)

REFERENCE NO. 1592
PORTABLE RADIOS

*****16 CHANNEL VHF PORTABLE RADIO*****

DESCRIPTION	ERICSSON	J & K COMM	PARKERSON ELECT.	MOTOROLA C & E	MIDLAND MOBILE
16 CHANNEL VHF	\$662.75	\$629.00	\$759.00	\$843.00	\$550.00
SPEAKER/MIC	65.00	62.30	52.00	56.00	58.00
SPARE BATTERY (EACH)	60.45	49.00	55.00	68.00	52.00
SPARE BATTERY (QUANTITY)	60.45	45.50	49.00	50.00	43.00
LEATHER-BELT LOOP	33.15	30.80	44.00	40.00	27.00
OTHER-BELT LOOP	32.50	37.80	N/B	12.00	9.00
16 HR CHARGER	56.25	59.50	24.00	21.00	52.00
1 OR 3 HR CHARGER	86.25	59.00	59.00	80.00	52.00
MULTIPLE CHARGER	260.00	276.50	237.00	472.00	243.00
CHARGER ONLY - CAR	42.25	63.00	199.00	167.00	67.00
CHARGER PACK ADAPTOR	N/B	N/B	215.00	317.00	N/B
ID & EMERGENCY	STANDARD	263.35	205.00	140.00	280.00
PROGRAMMING/SOFTWARE	225.00	30.00	10.00	200.00	30.00
PROGRAMMING/INTERFACE	180.00	44.00	70.00	419.00	180.00

REFERENCE NO. 1592
PORTABLE RADIOS

*****6 CHANNEL VHF PORTABLE RADIO*****

DESCRIPTION	ERICSSON	J & K COMM	PARKERSON ELECT.	MOTOROLA C & E	MIDLAND MOBILE
6 CHANNEL VHF	\$510.00	\$374.00	\$587.00	\$503.00	\$550.00
SPEAKER/MIC	65.00	38.50	64.00	N/B	58.00
SPARE BATTERY (EACH)	60.45	34.30	59.00	64.00	52.00
LEATHER-BELT LOOP	33.15	24.50	46.00	N/B	27.00
OTHER-BELT LOOP	32.50	32.90	N/B	N/B	9.00
16 HR CHARGER	56.25	52.50	24.00	N/B	52.00
1 OR 3 HR CHARGER	86.25	52.50	55.00	N/B	52.00
MULTIPLE CHARGER	260.00	276.50	470.00	N/B	243.00
CHARGER ONLY - CAR	42.25	59.50	70.00	N/B	67.00
CHARGER PACK ADAPTOR	N/B	N/B	489.00	N/B	N/B
PROGRAMMING/SOFTWARE	225.00	N/B	20.00	N/B	30.00
PROGRAMMING/INTERFACE	180.00	N/B	273.00	317.00	180.00

REFERENCE NO. 1592
PORTABLE RADIOS

*****6 CHANNEL UHF PORTABLE RADIO*****

DESCRIPTION	ERICSSON	J & K COMM	PARKERSON ELECT.	MOTOROLA C & E	MIDLAND MOBILE
6 CHANNEL UHF	\$575.25	\$436.40	\$679.00	\$563.00	\$607.00
SPEAKER/MIC	65.00	38.50	64.00	N/B	58.00
SPARE BATTERY (EACH)	60.45	34.30	59.00	N/B	52.00
LEATHER-BELT LOOP	33.15	24.50	46.00	N/B	27.00
OTHER-BELT LOOP	32.50	32.90	N/B	N/B	9.00
16 HR CHARGER	56.25	52.50	24.00	N/B	52.00
1 OR 3 HR CHARGER	86.25	52.50	55.00	N/B	52.00
MULTIPLE CHARGER	260.00	276.50	470.00	N/B	243.00
CHARGER ONLY - CAR	42.25	59.50	70.00	N/B	67.00
CHARGER PACK ADAPTOR	N/B	N/B	489.00	N/B	N/B
PROGRAMMING/SOFTWARE	225.00	30.00	20.00	N/B	30.00
PROGRAMMING/INTERFACE	180.00	95.00	273.00	N/B	180.00

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 12-16-91 @ 11:00 AM BID REFERENCE # 1592

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR NINETY-FIVE (95) PORTABLE RADIOS
PER SPECIFICATIONS

AND REQUESTED BY COMMUNICATIONS DEPARTMENT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____%
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME MOTOROLA C&E, INC.

STREET ADDRESS PO BOX 40011, 4109 WINTERFIELD

CITY FORT WAYNE, IN 46804 PHONE # 436-3338

BY 
REPRESENTATIVE SIGNATURE

NOTE: ITEMS 8,9, & 10 OF THE DOCUMENTS PAGE HAVE BEEN SUBMITTED



MOTOROLA

Communications and Electronics Inc.

Address Reply to:
P.O. Box 40011
Fort Wayne, IN 46804
(219) 436-3338

12-16-91

City of Fort Wayne
Room B24, City-County Bldg.
Fort Wayne, IN 46802

Attn: Chief Randy Raypole
Communications

Dear Sir,

Herewith please find the new pricing on the HT600 and MT1000 portables and their accessories, all of which you are familiar. Note that again this year we have included pricing on the 8-channel MT1000, both, in VHF and UHF.

Specifications for all units are in the enclosures.

Please note that the 8-channel MT1000 was bid with the State of Indiana. Until 1-20-92, a basic 8-channel unit with belt clip carrying holder and a 1-hour charger may be purchased for \$640 a package. Otherwise, all pricing herein is good through 12-31-92.

Standard terms are Net 30/FOB Destination. Replacement parts are guaranteed to be available for at least 10 years from last date of manufacture. As usual, this proposal includes the standard Motorola terms and conditions, a copy of which has been enclosed.

Again, thank you for your consideration of this bid presentation.

Sincerely,

Samuel W. Edson
Account Manager

Please note: Items 8, 9, & 10 of the Documents page have been submitted.

RADIO AND OPTIONS COSTS

16 CHANNEL VHF PORTABLE RADIO:

Radio with battery, antenna, programmed	\$843
Speaker/Microphone with coiled cord & clip back ...	56
Spare battery (ea)	68
Spare battery (quantity) 10 to 24 units: \$50@, 25+ units: \$44@	
Carrying case (leather - belt loop)	40
Carrying case (other - belt loop) belt clip	12
16 hour desktop charger compact	21
1 or 3 hour desktop charger 1-hour	80
Multiple unit charger 6-unit	472
Vehicular charger (no audio or RF)	167
Vehicular charge pack (with 12 watt 5 watt rx audio, palm microphone and rf & antenna connection)	317 Basic MVA 366 Enhanced MVA
ID & Emergency signalling GE Star or MDC	140
Programming software (5 1/4" disk)	200
Programming interface (PC-XT compatible)	419 (RIB + Pwr. Supply + Cable)

Other and optional accessories:

Additional channel capabilities cost 99-Channel Version: 983	
Speaker/Microphone with antenna (UHF only)	86
8-channel MT1000 with battery, antenna, programmed	591
Full-size 16-hour charger	52
Belt-clip carrying holder	16
Button-back kit + belt loop	18
Swivel leather case	\$ 44
Tall Knobs	2
Speaker/Mic thumbscrew	\$ 3

For a 3-Year Warranty, add \$88. Note that batteries are warrantied for 18 months.

RADIO AND OPTIONS COSTS

6 CHANNEL VHF PORTABLE RADIO:

Radio with battery, antenna, programmed	HT600	\$503
Speaker/Microphone with coiled cord & clip back ...		
Spare battery		64
QUANTITY: 10 to 24 units: \$47@, 25+ units: \$42@		
Carrying case (leather - belt loop)		
Carrying case (other - belt loop)		
16 hour desktop charger		
1 or 3 hour desktop charger		
Multiple unit charger		
Vehicular charger (no audio or RF)		
	12 watt	317 Basic MVA
Vehicular charge pack (with 8 watt rx audio, palm microphone and rf & antenna connection)		
Programming software (5 1/4" disk)		
Programming interface (PC-XT compatible)		

All blanks above indicate that Page 6 pricing applies

Other (and optional accessories:

Additional channel capabilities cost	2-Channel	457
Full-size 16-hour charger		52
Belt-clip carrying holder		16
Button back kit + loop		18
Swivel leather case		44
Tall Knobs		2
Speaker/Mic Thumbscrew		\$ 3

RADIO AND OPTIONS COSTS

6 CHANNEL UHF PORTABLE RADIO:

Radio with battery, antenna, programmed	\$563
Speaker/Microphone with coiled cord & clip back ...	-----
Spare battery	-----
Carrying case (leather - belt loop)	-----
Carrying case (other - belt loop)	-----
16 hour desktop charger	-----
1 or 3 hour desktop charger	-----
Multiple unit charger	-----
Vehicular charger (no audio or RF)	-----
Vehicular charge pack (with 5 watt rx audio, palm microphone and rf & antenna connection)	-----
Programming software (5 1/4" disk)	-----
Programming interface (PC-XT compatible)	-----

Other and optional accessories:

Additional channel capabilities cost 2-Channel.....	\$509
DTMF encoder	\$ 75

8-Channel MT1000 with battery, antenna, programmed ..(UHF)....	\$695
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All blanks above indicate that Page 6 MT1000 or Page 7 HT600 pricing applies



MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC

TERMS AND CONDITIONS OF SALE

Acceptance of any Proposal is strictly limited to the terms and conditions contained herein unless expressly agreed to otherwise in writing by MOTOROLA.

Section 1 STANDARDS OF WORK.

MOTOROLA agrees that the work described in the Proposal shall be performed in a professional manner and shall conform to professional standards. MOTOROLA warrants that all equipment provided under the Proposal shall be new and in good working condition. All packaging and packing shall be in accordance with good commercial practice.

Section 2 COST AND PAYMENT.

- (a) The prices set forth in the Proposal are exclusive of any amount for federal, state or local excise, sales, lease, gross receipts, service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or MOTOROLA is required to pay or bear the burden thereof, the PURCHASER agrees to pay to MOTOROLA the amount of such taxes and any interest or penalty thereon no later than THIRTY (30) days after receipt of an invoice therefor.
- (b) The PURCHASER shall pay MOTOROLA in accordance with the payment terms set forth in the Proposal. Unless specifically stated otherwise in the Proposal, invoices will be submitted net TEN (10) DAYS.

Section 3 SHIPPING, TITLE AND RISK OF LOSS.

Unless specifically stated otherwise in the Proposal, all sales and deliveries are F.O.B. point of shipment. MOTOROLA reserves the right to make deliveries in installments and the Proposal shall be severable as to such installments.

Title to software supplied by MOTOROLA, including that supplied by subvendors, shall not pass, but will remain with MOTOROLA or the subvendor as applicable.

Section 4 CHANGES IN THE WORK.

- (a) The PURCHASER may, by written order, make changes within the general scope of the work, including but not limited to additions to, or revisions of the work, changes in method of shipment, packaging or place of delivery.
- (b) If any change causes an increase or decrease in the cost or time required for the performance of any part of the work, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Proposal shall be modified in writing accordingly. MOTOROLA will not be obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected in writing.



Section 5

LIMITATION OF LIABILITY.

MOTOROLA's total liability to PURCHASER for damages concerning performance or non-performance under the Proposal, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, is limited to the price of the particular products sold hereunder with respect to which losses or damages are claimed. PURCHASER's sole remedy is to request MOTOROLA AT MOTOROLA's option to either refund the purchase price, or repair, or replace product(s) that are not as warranted. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. No action shall be brought for any breach of the Proposal more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 6

EXCUSABLE DELAYS.

Neither MOTOROLA nor the PURCHASER shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulation; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

Delays as identified herein may cause an impact on deliveries offered. If so, such deliveries will be extended accordingly.

Section 7

DELAYS BY PURCHASER.

If the PURCHASER delays in providing the appropriate information required by MOTOROLA to proceed with the manufacture of equipment, MOTOROLA will be offered an equitable extension of any agreed upon delivery commitments. In the event PURCHASER either delays or is unable to accept delivery of the equipment, then PURCHASER shall be liable for actual costs incurred by MOTOROLA. Such charges may include, but are not limited to, rescheduling charges; storage charges; maintenance charges; and transportation charges. The PURCHASER shall have the option to attempt to minimize actual costs incurred by arranging to transport and store equipment at its own expense. MOTOROLA reserves the right to modify payment terms in the event of such delays.

Section 8

FCC LICENSES/AUTHORIZATION.

THE PURCHASER is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission (F.C.C.) and for complying with F.C.C. rules. Neither MOTOROLA nor any of its employees is an agent or representative of the PURCHASER in F.C.C. matters or otherwise. MOTOROLA, however, may assist in the preparation of the license application at no charge to the PURCHASER. The PURCHASER acknowledges that deliveries and or project implementation is predicated on receipt of proper F.C.C. licensing.

Section 9

INDEMNIFICATION.

MOTOROLA agrees to and hereby indemnifies and saves PURCHASER harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be



charged to, or recovered from the PURCHASER by reason of or on account of damage to the property of the PURCHASER or the property of, injury to, or death of any person, when such damage or injury is caused by MOTOROLA's sole negligence or that of its employees, subcontractors, or agents while on the premises of the PURCHASER during the delivery and installation of the equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Section 10 EQUIPMENT COMPATIBILITY.

MOTOROLA agrees that the equipment will perform in accordance with the specifications and representations stated in MOTOROLA's catalogue sheets. This Agreement does not extend to the performance of the equipment as a part of a larger system generally or specifically to equipment in combination with products, elements or components not supplied by MOTOROLA.

Section 11 SOFTWARE LICENSE.

MOTOROLA may, during the course of this transaction, deliver to PURCHASER certain computer programs which run on processors which are listed or defined in the Proposal. Such computer programs will be furnished on a licensed basis in accordance with MOTOROLA's Software License stated elsewhere.

Section 12 HARDWARE WARRANTY.

MOTOROLA radio communications products are warranted to be free from defects in material and workmanship for a period of ONE (1) YEAR, except for crystal devices, channel elements, high stability oscillators (other than reference oscillators used for frequency synthesis) and crystal filters, which are warranted for a period of TEN (10) YEARS from the date of shipment. Parts, including crystals and channel elements, will be replaced free of charge for the full warranty period but the labor to replace defective parts will only be provided for ONE HUNDRED TWENTY (120) DAYS from the date of shipment. Thereafter PURCHASER must pay for the labor involved in repairing the product or replacing the parts at the prevailing rates together with any transportation charges to or from the place where warranty service is provided. This express warranty is extended by MOTOROLA Communications and Electronics, Inc., 1301 E. Algonquin Road, Schaumburg, Illinois 60196, to the original purchaser only, and only to those purchasing for purpose of leasing or solely for commercial, industrial, or governmental use.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

In the event of a defect, malfunction or failure to conform to specifications established by MOTOROLA, or if appropriate, to specifications accepted by MOTOROLA in writing, during the period shown, MOTOROLA, at its option, will either repair or replace the product or refund the purchase price thereof, and such action on the part of MOTOROLA shall be the full extent of MOTOROLA's liability hereunder.

This warranty is void if:



- (a) the product is used in other than its normal and customary manner;
- (b) the product has been subject to misuse, accident, neglect or damage;
- (c) unauthorized alterations or repairs have been made, or unapproved parts used in the equipment.

This warranty extends only to individual items of Equipment. Frequency sensitive components, software, towers, vidicon tubes, test equipment and batteries are excluded but carry their own separate warranties. Non-MOTOROLA, Inc. manufactured equipment is excluded from this warranty (unless bearing a MOTOROLA, Inc. Part Number in the form of an "alpha-numeric number", e.g., TDE6030B), but such excluded equipment may be subject to a warranty provided by such equipment manufacturer(s), a copy(ies) of which will be supplied to Customer specific written request.

In order to obtain performance of this warranty, the PURCHASER must contact its MOTOROLA salesperson or MOTOROLA at the address first above shown attention Quality Assurance Department.

Software furnished in conjunction with MOTOROLA or subvendor equipment on a licensed basis, shall be warranted under the terms and conditions of software license stated elsewhere.

Section 13 ACCESS TO RECORDS AND FACILITIES.

MOTOROLA reserves the right to control access to its facilities and records along with those of its subcontractors and suppliers. Such control shall include the right to deny access to those facilities and records deemed to be confidential or proprietary.

Section 14 NON-DISCRIMINATION.

It is expressly understood between the parties hereto that MOTOROLA, in carrying out the provisions of any agreement resulting from the Proposal, covenants and agrees not to discriminate against any qualified employee or qualified applicant for employment because of race, creed, color, sex or national origin, and that similar provisions shall also be included in any subcontract.

Section 15 CONFIDENTIAL INFORMATION.

Any material and information of a confidential nature marked MOTOROLA PROPRIETARY AND CONFIDENTIAL will be released as necessary under the following conditions:

- (1) PURCHASER shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) PURCHASER shall not disclose these items to third parties without prior written permission, unless MOTOROLA makes them public or PURCHASER learns them rightfully from sources independent of MOTOROLA, or it is required by law to be disclosed.
- (3) MOTOROLA, where necessary, retains the right to prescribe specific security measures for the PURCHASER to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.



MOTOROLA proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable.

Section 16 PATENT INDEMNIFICATION.

MOTOROLA agrees to defend, at its expense, any suits against PURCHASER based upon a claim that any products furnished hereunder directly infringes a U.S. patent or copyright, and to pay costs and damages finally awarded in any such suit, provided that PURCHASER promptly notifies MOTOROLA in writing and at MOTOROLA's request and expense is given control of said suit and all requested assistance for defense of same. If the use or sale of any such product furnished hereunder is enjoined as a result of such suit, MOTOROLA, at its option, and at no cost to PURCHASER, shall obtain for PURCHASER the right to use or sell such product, modify the product to make it non-infringing or substitute an equivalent product reasonably acceptable to PURCHASER and extend this indemnity thereto or, if none of the foregoing remedies are reasonably available to MOTOROLA,, accept return of the product and reimburse PURCHASER the full purchase price therefor less a reasonable charge for reasonable wear and tear. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent or copyright by the combination of any product(s) furnished by MOTOROLA and other elements nor does it extend to any product(s) of PURCHASER's design or formula.

Section 17 DISCLAIMER OF PATENT LICENSE.

Nothing contained in any agreement resulting from the Proposal shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of MOTOROLA, except that PURCHASER shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 18 WAIVER.

Failure or delay on the part of MOTOROLA or PURCHASER to exercise right or power hereunder shall not operate as a waiver thereof.

Section 19 GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 20 ASSIGNABILITY.

This Agreement may not be assigned by either party hereto without the express written consent of the non assigning party, except that MOTOROLA may assign this order to its parent corporation as in its normal course of business.

END

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 12-16-91

1. Governmental Unit: CITY OF FORT WAYNE

2. County: ALLEN

3. Bidder (Firm): MOTOROLA C&E, INC.

Address: PO BOX 40011

City/State: FORT WAYNE, IN 46804

4. Telephone Number: (219)436-3338

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

[Signature]
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
*** SEE ATTACHED ***					

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MOTOROLA C&E, INC.

Bidder (Firm)

[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 10 day of December, 1991.

My Commission Expires: 4-2-92

County of Residence: Allen

[Signature]
Notary Public

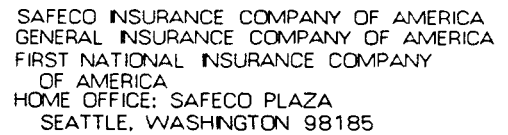
Angela Troutner
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Name(s): _____

Date: _____



Bond 5133468-4841

BID BOND

Conforms with The American Institute of Architects,
A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, MOTOROLA COMMUNICATIONS & ELECTRONICS, INC.

1301 E. Algonquin Road, Schaumburg, IL 60172

_____ as Principal, hereinafter called the Principal,
and the SAFECO INSURANCE COMPANY OF AMERICA, of Seattle, Washington, a corporation duly organized under the
laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee,

in the sum of 5% of bid amount

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for furnishing and installing two-way radio
equipment.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of December, 1991.

MOTOROLA COMMUNICATIONS
& ELECTRONICS, INC. /

(Seal)

Principal

Vice President

Title

SAFECO INSURANCE COMPANY OF AMERICA

By [Signature]
Attorney-in-Fact



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 4666

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

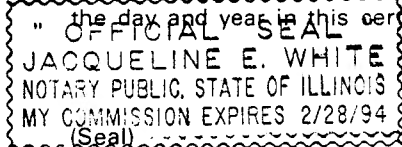
-----AT.TOR. AT.BAND-----

ACKNOWLEDGMENT BY SURETY

STATE OF _____ }
County of _____ } ss

On this 6th day of December, 1991, before me personally appeared ALICE ALBANO, known to me to be the Attorney-in-Fact of **SAFECO INSURANCE COMPANY OF AMERICA**, **GENERAL INSURANCE COMPANY OF AMERICA**, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** or **SAFECO NATIONAL INSURANCE COMPANY**, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Jacqueline E. White
Notary Public in the State of
County of _____

S-230 R4 6/78

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Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 6th day of December, 1991

Read the first time in full and on motion by Paul Helmke, seconded by G. Marks, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 2-11-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Paul Helmke, seconded by Thomas P. Henry, and duly adopted, placed on its passage. PASSED ~~10ST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 3-10-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. J-49-92 on the 10th day of March, 1992

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of March, 1992, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of March, 1992, at the hour of 2:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-92-02-04

[Handwritten signature]
3-10-92

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
CLETUS R. EDMONDS, VICE CHAIRMAN
LUNSEY, LONG, RAVINE

WE, YOUR COMMITTEE ON FINANCE TO WHOM

WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the

awarding of Reference #1592 by the City of Fort Wayne, Indiana,
by and thorough its Department of Purchasing and MOTOROLA C & E, INC.
for the Communications Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			
<i>[Signature]</i>			

DATED: 3-10-92.

Sandra E. Kennedy
City Clerk

DIGEST SHEET

TITLE OF ORDINANCE: Special

92-02-04

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1592 for the purchase of portable radios for the City of Fort Wayne through the Communications Department for 1992. The cost reflects the most responsive of five (5) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Replacement and additional radios for Public Safety Departments. approximately 50 radios depending on options and accessories required. Miscellaneous radios for use by the City Departments approximately 45 radios for individual departments.

IF REPLACEMENT, WHAT NECESSITATES:

Lack of replacement parts. Wear & tear on 15 year old radios that prevent repairs.

EFFECT OF NON-PASSAGE: There would be a loss of communication between office/dispatcher and vehicles and loss of communication between Public Safety personnel and the 911 Center.

PRIOR APPROVAL REQUESTED: NO DATE:

MONIES INVOLVED: Motorola C & E \$80,000.00+/-

PRICE AGREEMENT: YES

PURCHASE ORDER: NO

ACCOUNT INFORMATION: Various Dept's

PRIOR APPROVAL:
(IF APPLICABLE)

DATE: